



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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July 1, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENT NO. H-700173-2
WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE HEALTH CARE WORKFORCE DEVELOPMENT PROGRAM
(All Districts) (3-Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee (hereafter Director), to execute an agreement amendment substantially similar to Exhibit I, with the Los Angeles Unified School District with a maximum obligation of \$1,145,385 for the period August 1, 2004 through July 31, 2005, for the continued provision of adult education services sponsored by the Health Care Workforce Development Program.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

By approving the recommended action, the Board is authorizing the Director to execute an agreement amendment with the Los Angeles Unified School District (LAUSD) to continue the provision of adult basic educational services for Department of Health Services (DHS) employees who seek remediation in reading, math, and preparatory courses to enter future programs in nursing and other allied health professions.

FISCAL IMPACT/FINANCING:

Fiscal Year (FY) 2004-05 contract costs are \$1,145,385, 100% offset by State Discretionary Workforce Investment Act funding administered by the Department of Community and Senior Services,

and available to DHS via intrafund transfer. The contract costs have been included in the Department's FY 2004-05 Adopted Budget. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Agreement No. H-700173 with LAUSD was executed by the Director of Health Services (Director) in December 2003 under authority delegated to the Director by the Board in September 2001 to select, negotiate, and execute contracts with the approval of County Counsel to expedite the implementation of the Workforce Development Program (WDP). The agreement was amended on March 5, 2004 to adjust staffing and funding. Under the agreement, LAUSD provides adult basic education services from three sites: East Los Angeles Skills Center, Maxine Waters Employment Preparation Center, and North Valley Occupational Center. The services are essential to increasing the adult basic educational skills of the DHS workforce, and to prepare employees pursuing careers in nursing and other allied health career professions. Employees may also pursue a High School Diploma or the General Education Development (GED) certificate. Services are available weekdays, evenings, and Saturdays; employees attend on their own time. The agreement is slated to expire on July 31, 2004.

Amendment No. 2, effective August 1, 2004 through July 31, 2005, has a maximum obligation of \$1,145,385. LAUSD will continue to provide adult basic education services from the sites. Each site will provide up to 24 hours of instruction per week, distributed during weekday, evening, and Saturday hours. LAUSD will provide one instructor, two teaching assistants, and an advisor for each hour of service. Two infant care aides have been budgeted for each site in the event the County determines that child care services are necessary and appropriate.

The amendment also includes funding for instructional materials and State-required testing costs for GED candidates, and permits the Director to reallocate up to 10% of the budgeted funding for personnel, instructional materials, or testing costs.

Upon approval of the amendment, LAUSD may invoice \$100,000 for instructional materials, with the remainder, up to a total of \$279,000, to be billed upon delivery of the materials to the sites. All other costs will be invoiced monthly in arrears, based on the actual staffing and hours of service provided. LAUSD will also invoice the County for administrative costs in the amount of 4.4% of the amount billed.

CONTRACTING PROCESS:

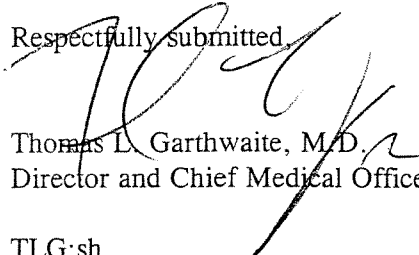
Advertisement of adult education services on the Countywide Office of Small Business Website would not be appropriate, as the services must be provided by educational institutions. Further, the services to be provided are professional in nature. Additionally, they are temporary in duration as the 1115 Waiver and the WDP are currently scheduled to end in June 2005.

Attachment A provides additional information.

The Honorable Board of Supervisors
July 1, 2004
Page 3

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:sh

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLT-LAUDS.sh.wpd

SUMMARY OF AGREEMENT AMENDMENT

1. TYPE OF SERVICE:

Adult basic educational services for DHS employees who seek remediation in reading, math, and preparatory courses to enter future programs in nursing and other allied health professions.

2. CONTRACTOR/ADDRESS AND CONTACT PERSON:

Los Angeles Unified School District
Division of Adult and Career Education
333 S. Beaudry Ave., 18th Floor
Los Angeles, CA 90020
Santiago Jackson, Assistant Superintendent

3. TERM:

August 1, 2004 through July 31, 2005.

4. FINANCIAL INFORMATION:

The FY 2004-05 maximum obligation is \$1,145,385

5. GEOGRAPHIC AREAS (EMPLOYEES) SERVED:

Employees of the Department of Health Services.

6. ACCOUNTABLE FOR MONITORING:

Kate Edmundson, Acting Director of Human Resources

7. APPROVALS:

Health Services Administration: Fred Leaf

Contract Administration: Irene Riley, Director

County Counsel (approval as to form): Elizabeth Friedman, Senior Deputy County Counsel

ADULT EDUCATION SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and LOS ANGELES UNIFIED SCHOOL
DISTRICT, Division of Adult and
Career Education (hereafter
"Contractor").

Business Address:
333 S. Beaudry Avenue, 18th Floor
Los Angeles, CA 90017

WHEREAS, reference is made to that certain document
entitled "ADULT EDUCATION SERVICES AGREEMENT", dated December
29, 2003, and Amendment No. 1 dated March 5, 2004 thereto, all
further identified as County Agreement No. H-700173-1,
(hereafter, "Agreement"); and

WHEREAS, it is the intent of both parties to amend
Agreement to extend its term, and make certain modifications to
the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications shall be
made in the form of a written amendment that is formally
approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. The effective date of this Amendment shall be August 1, 2004.

2. Subparagraph 4.2 shall be added to Paragraph 4.0 TERM, as follows:

"4.2 Amendment No. 2 shall be effective August 1, 2004 through July 31, 2005, unless sooner terminated or extended as provided for in this Contract."

3. The maximum obligation of County during the August 1, 2004 through July 31, 2005 extension term is **One Million, One Hundred Forty-Five Thousand, Three Hundred Eight-Five Dollars (\$1,145,385)**.

4. Subparagraph 8.4.2 of Paragraph 8.4, CHANGE NOTICES AND AMENDMENTS, shall be replaced in its entirety as follows:

"8.4.2 For any change which affects the scope of work, term, Contract Sum, rate of payment, or any other term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors. However, to facilitate implementation of services hereunder, Director may authorize the reallocation of up to ten percent (10%) of the amounts budgeted for personnel, instructional materials, and testing costs so long as the maximum obligation of County is not exceeded."

5. Subparagraph 8.13, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety as follows:

"8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

"8.13.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

"8.13.2 The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements Contractor may have with the County.

"8.13.3 County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

"(1) violated a term of a contract with the County of a nonprofit corporation created by the County,

"(2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same.

"(3) committed an act or offense which indicated a lack of business integrity or business honesty, or

"(4) made or submitted a false claim against the County of any public entity.

"8.13.4 If there is evidence that Contractor may be subject to debarment, the Director of Health Services will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

"8.13.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Director of Health Services shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.

"8.13.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have

the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

"8.13.7 These terms shall also apply to the subcontractors of Contractor."

6. Subparagraph 8.15, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced in its entirety as follows:

"8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

"As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall

implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage Earning Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

7. Subparagraph 8.40, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE, shall be replaced in its entirety as follows:

"8.40 Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Subparagraph 8.15, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

8. Exhibit A-1, DESCRIPTION OF SERVICES, shall be replaced in its entirety by Exhibit A-2, attached hereto and incorporated herein by reference.

9. Exhibit B-1, BILLING AND PAYMENT, shall be replaced in its entirety by Exhibit B-2, attached hereto and incorporated herein by reference.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas Garthwaite, M.D.
Director and Chief Medical Officer
Department of Health Services

LOS ANGELES UNIFIED SCHOOL
DISTRICT

Contractor

By _____
SANTIAGO JACKSON

Printed Name

Assistant Superintendent
Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene Riley, Director
Contract Administration

EXHIBIT A-2

STATEMENT OF WORK

AMENDMENT NO. 2

LOS ANGELES UNIFIED SCHOOL DISTRICT
ADULT AND CAREER EDUCATION DIVISION

for

ADULT EDUCATION SERVICES

LOS ANGELES UNIFIED SCHOOL DISTRICT
North Valley Occupational Center, Maxine Waters Employment
Preparation Center, and East Los Angeles Skills Center

ADULT EDUCATION SERVICES

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1. Core Programs and Courses

LAUSD, through its Division of Adult and Career Education (hereafter "Contractor"), has agreed to provide the following State-accredited programs for County employees identified and referred by the County's Director of Health Services (hereafter "Director"):

- Adult Basic Studies ("ABS"), and
- Adult Academic Instruction.

The programs listed above shall comprise the "core" programs available to County at Contractor sites designated below. Enrollment and completion in the core programs above shall be competency-based, based on open-entry/open-exit enrollment, with individual and group instruction. Instruction in these core programs may eventually take place in locations called Smart Labs that will be created and equipped by Contractor when and if funding for the Smart Labs is approved in the future by County's Board of Supervisors. Pending the completion of these Smart Labs, instruction shall take place in Contractor's existing Instructional Labs at the following sites: North Valley Occupational Center, Maxine Waters Employment Preparation Center, and East Los Angeles Skills Center. Such County-approved and funded Smart Labs shall be dedicated exclusively for use by County-sponsored students during County-funded service hours. Director intends to fill the Smart Labs to full capacity, since Contractor needs a classroom

enrollment of a minimum of 20 students to sustain the fiscal support of classroom instruction.

The core programs listed above shall be available to County without meeting Contractor's minimum enrollment number of 25. If County enrollment falls below Contractor's minimum enrollment, Contractor may open the enrollment to the general public with County's concurrence.

In addition to the core programs above, Contractor shall also provide either one of these two courses of County's choice, in either Medical Terminology or Computer Literacy, at least once each academic year at each service site providing core programs hereunder. Other than the cost for instructional materials, County shall not be charged for any other Contractor costs for these courses.

The Medical Terminology course, with a required enrollment of 25, shall have definite commencement and completion dates. If Director cannot fill the Medical Terminology course with 25 County employees, Contractor shall have the option of opening the enrollment to the general public.

Enrollment and completion in the Computer Literacy course shall be competency-based, on an open enrollment, open-exit basis. If Director cannot fill the Computer Literacy course with 25 County employees, Contractor shall have the option of opening enrollment to the general public.

2.0 COUNTY EMPLOYEES RECEIVING SERVICES

County employees designated by Director to receive services hereunder may be individuals currently employed by County ("incumbent" workers) or individuals who have been laid-off by County ("dislocated" workers).

Director shall be responsible for identifying and referring County employees (hereafter "Participants") to Contractor. Contractor shall be responsible for

creating an optimal learning environment to motivate and retain Participants.

Contractor shall accept the results of TABE — D survey assessment administered by County for Reading, Mathematics Computation, and Applied Mathematics. If County is not able to administer the TABE- D survey assessment for any reason, then Contractor shall administer it. Contractor shall also be responsible for criterion reference testing, and on-going assessments of Participants for placement in the appropriate educational programs. Director shall be advised of the initial placement status or subsequent level changes of each Participant monthly at the regular interval of progress reporting.

3.0 DESCRIPTION OF CORE PROGRAMS AND COURSES

The core programs and courses offered by Contractor hereunder are described in the "Fact Sheets" attached hereto and incorporated herein by reference.

4.0 INSTRUCTIONAL METHODS

As appropriate, Contractor programs utilize small group, whole group, or individual instruction, and feature a multi-sensory approach in which students' different learning styles are incorporated into the instructional program. Whenever appropriate, instruction may be computer-assisted. However, the use of computer-assisted instruction shall not replace student-centered instruction; Contractor shall maximize instructor-student interaction at all times.

County staff may provide supplemental tutoring or coaching services at Contactor Service Sites. These services shall not in any way disrupt the learning environment. The Contractor will, as space is available, allow DHS staff to have dedicated space for these services.

With a one-day prior notice to the Coordinator and Site Advisor, County staff may also, on occasion, visit the classroom. However, if County staff is not able to provide advance notice, County staff shall check-in with the Site Advisor or Site Administrator before proceeding to the classroom. If County needs to make informational presentations to the class, Director shall make prior arrangements with the Coordinator and Site Advisor.

5.0 SERVICE SITES

Instruction shall take place in Contractor's Instructional Labs at: North Valley Occupational Center ("NVOC"), the Maxine Waters Employment Preparation Center ("MWEPC"), and the East Los Angeles Skills Center ("ELASC").

Contractor services described above ("core programs", Medical Terminology and Computer Literacy" courses) shall be available at all service sites utilized by County hereunder.

6.0 HOURS OF SERVICE

Classroom space shall be made available within Contractor's existing Individualized Instruction and Adult Basic Skills Laboratories at Contractor Service Sites. County Participants may be blended with Contractor's general student population only in the event of continued low attendance by County Participants (i.e., below 20) and if there is insufficient classroom space at Contractor Service Sites for a dedicated classroom for County Participants.

With the exception of school holidays and recesses, core services shall be available no less than 9 hours per week at each service site, up to a maximum of 24 hours per week at each service site. At least sixty (60) days prior to the commencement of an academic term, Director and Contractor shall agree in writing on the total hours of service required each week at each Service Site, which may include Saturday sessions, and the schedule of hours for the academic term. Once the hours of service and

schedule have been agreed to for the academic term, they may not be changed until the commencement of a new academic term.

All Contractor staff and services funded hereunder shall be available at each Service Site during the hours of service mutually agreed to by the parties.

For each service site utilized by County hereunder, Contractor shall provide to Director the school calendar, noting Holidays and recesses, at the onset of the contract for each academic year. However, should changes occur for any reason during the academic calendar for any contracted year, Contractor shall provide the Director the modified calendar sixty (60) days prior to the start of the modified academic term. Any adjustments or corrections to the calendar, whether made by central or local administrative offices, shall be sent immediately to Director.

7.0 BOOKS, SUPPLIES, AND FEES

Contractor's actual cost hereunder includes all assessment and criterion testing materials, State-required GED testing fees, instructional materials (classroom materials, textbooks, supplies) and any and all student fees that may be required.

Contractor shall provide each Participant all required textbooks, study guides, and/or other learning materials. All books, study guides, and/or learning materials that are retained by Participants shall be "new" and not "used". Funding in the amount of Five Thousand Dollars (\$5,000) for the purchase of 25 copies of required books and study guides for either a Medical Terminology or Computer Literacy class (class to be selected by Director) has been included in the Budget Schedule of Exhibit B, attached hereto and incorporated herein by reference.

All instructional materials paid for by County shall be for the exclusive use of County Participants. Also, at the expiration or earlier termination of this

Contract, all such materials paid for by County will be returned to County at Director's election.

8.0 STAFFING AND PERSONNEL

Contractor shall provide one Instructor and two Teaching Assistants for each hour of service agreed to by County and Contractor. Instructional support staff such as Instructional Aide may be substituted for Teaching Assistants with notification to Director. An advisor shall be available during all hours of service at each service site to conduct academic assessments and criterion testing to place Participants in appropriate programs, monitor progress and attendance. If time permits, the advisor may also provide specialized tutoring for selected Participants. Educational support staff (Teacher's Assistants, Instructional Aides) shall provide one-on-one or group tutoring services, and instructional support as directed by the instructor. One coordinator shall be available as a central point of contact to Director for all service sites utilized by County. The Coordinator shall be the central point of contact to Director for up to four (4) service sites, if an additional service site is added to this Agreement through a formal amendment or a new agreement formally executed by both parties. The coordinator shall provide overall liaison and coordination for all services hereunder.

8.1 Orientations and Meetings

As needed, Contractor shall arrange for personnel providing services to Participants hereunder to attend an orientation conducted by Director. Such orientation time shall not be conducted during service hours; County has included funding for such orientation time in the Budget Schedule in Exhibit B, attached hereto.

Periodic meetings between Contractor staff and County staff may be called by either party as needed. If instructors, advisors, and educational support staff are to attend these meetings, Director agrees to schedule the meetings outside of the scheduled hours of service so that services to

County Participants are not impacted and to insure attendance by appropriate Contractor staff. Director has included funding in the Budget Schedule of Exhibit B, attached hereto, for the estimated hours required for such meetings.

8.2 Child Care

County has included funding for two (2) Infant Care Aides for each Service Site in the event Director determines that child care services for County Participants are necessary and appropriate. Contractor agrees that implementation of those services will require additional discussions between Director and Site Administrators, and shall not hire the Infant Care Aides unless there is mutual agreement in writing on the scope and volume of services to be provided.

9.0 REPORTS

Contractor shall provide reports to Director on a monthly basis, or as requested by Director, including but not limited to attendance, progress, and placement modifications of the Participants. The Director and/or Contractor, with mutual consent and agreement of the other, may reasonably change the content and frequency of the reports at any time.

10.0 QUALITY ASSURANCE PLAN

County shall conduct a formal evaluation Contractor's performance under this Contract in accordance with Paragraph 8, Terms and Conditions, Subparagraph 8.16, County's Quality Assurance Plan, but no less than once per year.

Notwithstanding the above, County personnel may make unannounced visits at any time to Contractor service sites for purposes of observation of services. County personnel may not unreasonably interfere with Contractor's provision of service. If any service or instructor is found to be unsatisfactory, the Director of County's Health Care Workforce Development Program ("HCWDP") and Contractor's Supervisor,

Communications and Grants, shall meet to resolve County's concerns, including the possible replacement of the instructor or modification of service. Likewise, Contractor may also request meetings with Director as it believes necessary to discuss the participation of County staff in the classroom that impacts Contractor's effort to provide quality services to County Participants. Such meetings shall be scheduled within two weeks of request by either the Director of HCWDP or Contractor's Supervisor of Communications and Grants.

11.0 BILLING AND PAYMENT

Contractor shall be reimbursed in accordance with the provisions of Exhibit B-2, Billing and Payment. Except as specified in Exhibit B-2, County shall not be charged separately for assessment or testing services, or books and materials required for instruction hereunder; all such costs have been included in County's reimbursement to Contractor. Contractor shall not bill any County Participant for any services or supplies received under this Agreement.

**LOS ANGELES UNIFIED SCHOOL DISTRICT
DIVISION OF ADULT AND CAREER EDUCATION**

**North Valley Occupational Center, Maxine Waters Employment
Preparation Center, and East Los Angeles Skills Center**

**ADULT EDUCATION SERVICES
BILLING AND PAYMENT**

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services hereunder shall not exceed One Million, One Hundred Forty-Five Thousand, Three Hundred and Eighty-Five Dollars (\$1,145,385). Reimbursement to Contractor shall be based on the actual hours of service, State-required General Education Development ("GED") tests provided, instructional materials purchased, and may be less than the maximum obligation.

2.0 BUDGET

The budget for the three Service Sites is set forth in the Budget Schedule on Page 4 of this Exhibit. If the Budget Schedule is revised in accordance with Subparagraph 8.4.2 of Agreement, Contractor shall invoice County according to the revised Budget Schedule.

3.0 INVOICES

3.1 Instructional Materials:

A total of Two Hundred Ninety-One Thousand, Two Hundred Seventy-Six Dollars (\$291,276 [\$279,000 plus 4.40% for administrative cost]) has been allocated for the purchase of instructional materials. Director must approve in writing all instructional materials to be purchased by Contractor. Upon approval of this Amendment by County's Board of Supervisors, Contractor may invoice County the sum of One Hundred

Four Thousand, Four Hundred Dollars (\$104,400 [\$100,000 plus 4.40% for administrative cost]) as County's initial payment for the purchase of these materials for the three Service Sites. Following the delivery of the materials to the Sites, Contractor may invoice County for the remainder of Contractor's actual cost for the materials. If the total cost of these materials is less than \$291,276, Contractor may purchase supplemental instructional materials upon written approval of Director, up to the \$291,276 maximum, or up to the maximum permitted under an adjustment to the Budget Schedule made in accordance with Subparagraph 8.4.2 of Agreement.

In the event Contractor provides either a Medical Terminology or Computer Literacy course, as selected by Director, Contractor may invoice County up to Five Thousand, Two Hundred Twenty Dollars (\$5,220 [\$5,000 plus 4.4% for administrative cost]) per Site for the cost of the textbooks and instructional materials required for the course.

3.2 Testing Costs

Also, upon approval of this Amendment by County's Board of Supervisors, Contractor may invoice County the sum of Eighteen Thousand, Seven Hundred Ninety-Two Dollars (\$18,000 [plus 4.40% in administrative cost]) for State-required testing materials for GED candidates. In Contractor's final invoice to County, Contractor shall reconcile County payments received for State-required Testing Costs to the actual costs incurred by Contractor; such reconciliation statement shall also include the names and test results of County Participants tested, and amounts paid for testing. Any overpayments by County for such Testing Costs shall be off-set in the amount invoiced to County in Contractor's final invoice for all services hereunder

3.3 Staffing and Services:

Following commencement of services, Contractor shall invoice County monthly in arrears by Service Site; such invoice shall include the hours of service and staffing provided for the period invoiced for the Service Site. If Director and Contractor adjust the hours of service required by County in accordance with Exhibit A-2, Scope of Work, Contractor shall accordingly adjust the amounts invoiced, not to exceed the maximum obligation of the Contract.

Amounts invoiced for staff time devoted to orientation and meetings shall be listed separately by Service Site on the invoice.

Invoices shall be submitted by the 10th calendar day in the month following services. All invoices shall include the attendance roster for each Service Site for the time-period invoiced. Reimbursement to Contractor shall not be contingent upon attendance of County Participants, as it is the responsibility of Director to refer employees for services hereunder.

Invoices shall be submitted by the 10th of the month following service to:

Workforce Development Program
500 S. Virgil Ave., Suite 200
Los Angeles, CA 90020
Attn: Diane Factor, Director of HCWDP

4.0 REIMBURSEMENTS

If a dispute arises as to the completeness or accuracy of an invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts remaining in dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices. Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

5.0 MEDICAL TERMINOLOGY AND COMPUTER LITERACY CLASSES

With the exception of instructional materials, the Medical Terminology or Computer Literacy classes provided hereunder shall be at no charge to County or its Participants. Required textbooks and instructional materials for the Medical Terminology and Computer Literacy classes shall be invoiced to County in accordance with Subparagraph 3.1 above.